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By ECF

The Honorable Richard M. Gergel
United States District Court
for the District of South Carolina
P.O. Box 835
Charleston, South Carolina 29402

Re: *Tyco Fire Products LP v. AIU Ins. Co., et al.*, Civ. No. 2:23-cv-2384 (D.S.C.)

Dear Judge Gergel:

Further to the Court's Scheduling Order dated October 30, 2023 (ECF 111), we write jointly on behalf of (1) Tyco Fire Products LP ("Tyco") and (2) TIG Insurance Company ("TIG") to inform the Court that Tyco and TIG have reached a settlement-in-principle. This settlement-in-principle must be finalized through a formal written agreement, which Tyco and TIG expect to finalize expeditiously.

As a result of their settlement-in-principle, Tyco's Motion for Partial Summary Judgment Against AIG and TIG Regarding Certain "Pollution Exclusions" (ECF 256) is now rendered moot. As a reminder, by letter dated May 7, 2024, Tyco and the AIG Insurers gave notice that they had reached a settlement-in-principle of Tyco's claims in this action. ECF No. 302. That letter informed the Court that ECF 256 was now narrowed to only those issues that arise from the "Pollution Exclusion Amendatory Endorsement (E) Named Perils Exception" contained in TIG Insurance Company Policy No. XLX 914 12 65 for the policy period July 1, 1997 through July 1, 1998. Tyco and TIG's settlement-in-principle now renders ECF 256 entirely moot.

In the event that Tyco and TIG are unable to finalize their written settlement agreement, they will jointly and promptly report to the Court with a further update and proposed course of action.

Respectfully submitted,

WILLS MASSALON & ALLEN LLC

s/Christy Ford Allen

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-and-

s/Allan B. Moore

Allan B. Moore (*pro hac vice*)
Covington & Burling LLP

cc: All Counsel of Record (by ECF)